

LEMON GROVE CITY COUNCIL / LEMON GROVE LIGHTING DISTRICT BOARD
AGENDA ITEM SUMMARY

Item No. 1.H
Mtg. Date June 5, 2018
Dept. Public Works

Item Title: Award Contract for Street Lighting System Maintenance and Repairs

Staff Contact: Stephanie Boyce, Management Analyst

Recommendation:

Adopt resolutions (**Attachment B and C**) awarding a contract for Street Lighting System Maintenance and Repairs.

Item Summary:

Since 2013, the City of Lemon Grove has worked in a consortium with the cities of El Cajon, La Mesa, and Santee to achieve cost savings by jointly advertising contracts for traffic signal maintenance and street lighting maintenance to contractors that would serve all four cities.

The current street lighting system maintenance and repair contract will expire on June 30, 2018. The City of El Cajon (acting as the four-city consortium's procurement lead) advertised the project for bid on March 22, 2018. On April 24, 2018, five bids were received by the City of El Cajon on the street light maintenance contract.

Staff recommends awarding a contract for the Lighting Maintenance Contract (Contract No. 2018-23 and 2018-24) to Clark Telecom and Electric, Incorporated.

Fiscal Impact:

Sufficient funds are allocated in the General Fund and Lighting District Funds for FY 2018-2019.

Environmental Review:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Not subject to review | <input type="checkbox"/> Negative Declaration |
| <input type="checkbox"/> Categorical Exemption, Section [] | <input type="checkbox"/> Mitigated Negative Declaration |

Public Information:

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> None | <input type="checkbox"/> Newsletter article | <input type="checkbox"/> Notice to property owners within 300 ft. |
| <input type="checkbox"/> Notice published in local newspaper | <input type="checkbox"/> Neighborhood meeting | |

Attachments:

- | | |
|---------------------------------------|---|
| A. Staff Report | C. Resolution, District Lighting Contract |
| B. Resolution, City Lighting Contract | |

Attachment A

LEMON GROVE CITY COUNCIL / LEMON GROVE LIGHTING DISTRICT BOARD STAFF REPORT

Item No. 1H

Mtg. Date June 5, 2018

Item Title: **Award Contract for Street Lighting System Maintenance and Repairs**

Staff Contact: Stephanie Boyce, Management Analyst

Discussion:

Since 2013, the City of Lemon Grove has worked in a consortium with the cities of El Cajon, La Mesa, and Santee to achieve cost savings by advertising and awarding separate contracts for traffic signal maintenance and street lighting maintenance to contractors that would serve all four cities.

The current street lighting system maintenance and repair contract will expire on June 30, 2018 which led to the need to advertise and award a new contract.

The procurement of contract is discussed below.

STREET LIGHTING SYSTEM MAINTENANCE AND REPAIRS

The City of El Cajon advertised a notice inviting bids and conducted a pre-bid meeting. Five bids were received on or prior to the bid opening date of April 24, 2018. The names of each bidder, their office location, and the amount of their bid are:

	Bidder's Name	Location	Total Amount	Lemon Grove's Portion
1.	Clark Telecom & Electric, Inc.	Lakeside, CA	\$239,657.50	\$17,269.62
2.	Southwest Traffic Signal, Inc.	El Cajon, CA	\$271,530.00	\$19,566.34
3.	Select Electric, Inc.	Vista, CA	\$284,920.00	\$20,531.22
4.	M. Brey Electric, Inc.	Beaumont, CA	\$316,652.00	\$22,817.81
5.	Siemens Industry, Inc.	El Cajon, CA	\$319,640.00	\$23,033.13

Because the operation of street lights in the City is funded by both City General Fund (General Benefit Fund 11) and by Lighting District assessment (Local Benefit Fund 12), approval of the Street Lighting Maintenance Contract is required by both the City Council and the Lemon Grove Lighting District Board. Separate resolutions are attached to this staff report for each governing board to consider, with the contribution from each board included for approval (with a combined award amount of \$17,269.62 for both resolutions).

Conclusion:

Staff recommends:

- That the City Council adopts a resolution (**Attachment B**) awarding the Street Lighting Maintenance Contract (Contract No. 2018-23) to Clark Telecom & Electric, Inc.; and
- That the Board of the Lemon Grove Lighting District adopts a resolution (**Attachment C**) awarding the Street Lighting Maintenance Contract (Contract No. 2018-24) to Clark Telecom & Electric, Inc.

Attachment B

RESOLUTION NO. 2018-____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE AWARDING A CONTRACT FOR STREET LIGHTING MAINTENANCE

WHEREAS, the City of Lemon Grove's current agreement for street light maintenance services expires on June 30, 2018; and

WHEREAS, the cities of El Cajon, La Mesa, Lemon Grove, and Santee jointly solicited bids for a street light maintenance, emergency repair, and related construction service contract; and

WHEREAS, five bids were received for the Street Lighting System Maintenance Contract (Contract No. 2018-23); and

WHEREAS, said bids were opened on April 24, 2018 and the responsive and responsible low bidder was Clark Telecom & Electric, Inc.; and

WHEREAS, the term of the contract is one year with four additional option years subject to City Council approval; and

WHEREAS, the City Council finds it in the public interest that a contract for said services be awarded.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lemon Grove, California hereby:

1. Awards a contract (Attachment B – Exhibit 1) in the amount of six thousand twenty dollars and nineteen cents (\$6,020.19) to Clark Telecom & Electric, Inc.; and,
2. Sets a \$3,000.00 contingency relating to any emergency repairs and construction services, and
3. Authorizes the City Manager or her designee to execute said contract.

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Attachment B – Exhibit 1

CONTRACT (Page 1 of 7)

STREET LIGHTING MAINTENANCE AND REPAIRS (CONTRACT NO. 2018-23)

THIS CONTRACT, made and entered into on the date of the last signature, by and between the City of Lemon Grove, California, herein after designated as the "City", and Clark Telecom and Electric, Inc. hereinafter designated as the "Contractor".

WITNESSETH: that the parties hereto do mutually agree as follows:

1. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City, the Contractor agrees with the City to furnish all materials and labor for the Street Lighting Maintenance and Repairs Contract (Contract no. 2018-23), and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the plans and specifications therefore; to furnish at his own proper cost and expense all tools, equipment, labor and materials necessary therefore; and to do everything required by this agreement and the said plans and specifications.
2. For furnishing all said materials and labor, tools and equipment, and doing all the work contemplated and embraced in this Contract, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the work until its acceptance by the City and for all risks of every description connected with the work; also, for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in said specifications are expressly stipulated to be borne by the City and for well and faithfully completing the work and the whole thereof, in the manner shown and described in the said plans and specifications, the City will pay and the Contractor shall receive in full compensation therefore in the sum of six thousand twenty dollars and nineteen cents (\$6,020.19).
3. The City hereby promises and agrees to employ, and does hereby employ said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the price aforesaid and hereby conditions set forth in the specification; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.
4. The Notice Inviting Bids, Instructions To Bidders, Bid Forms, Agreement and Bond Forms, Construction Administration Forms, Completion of the Project Forms, General Requirements and General Conditions, Drawings, Plans and Specifications, Addenda, Allowances, City/District Resolutions, and all amendments thereof, are hereby incorporated in and made part of this Contract.

Attachment B – Exhibit 1

CONTRACT (Page 2 of 7)

STREET LIGHTING MAINTENANCE AND REPAIRS (CONTRACT NO. 2018-23)

5. The City, the City's representative, City Consultants and authorized volunteers shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work, or for injury or damage to any person or persons, either workers, employees of Contractor or its subcontractors or the public, or for damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the work. The Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever arising out of or in connection with the performance of the work, provided, however, that the Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of the City, its representatives, employees, agents and authorized volunteers who are directly responsible to the City.
 - a. Contractor shall indemnify the City, City Council, City officials, City employees, City representatives, and authorized volunteers against and will hold and save them and each of them harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with the work, operation or activities of Contractor, its agents, employees, subcontractors or invitees, provided for herein, whether or not there is concurrent passive or active negligence on the part of the City, City Council, City officials, City employees, City representatives, and authorized volunteers, but excluding such actions, claims, damages to persons or property penalties, obligations or liabilities arising from the sole established negligence, willful misconduct or active negligence of the City, City Council, City officials, City employees, City representatives, authorized volunteers, or those who are directly responsible to them; and in connection therewith:
 - I) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney's fees incurred in connection therewith.
 - II) Contractor will promptly pay any judgment rendered against Contractor, the City, City Council, City officials, City employees, City representatives, and authorized volunteers covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations, or activities of Contractor hereunder and Contractor agrees to save and hold the City, City Council, City officials, City employees, City representatives, and authorized volunteers harmless there from.

Attachment B – Exhibit 1

CONTRACT (Page 3 of 7)

STREET LIGHTING MAINTENANCE AND REPAIRS (CONTRACT NO. 2018-23)

- III) In the event the City, City Council, City officials, City employees, City representatives, and authorized volunteers are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the Work, or operation or activities of Contractor hereunder, Contractor agrees to pay to the City, City Council, City officials, City employees, City representatives, and authorized volunteers any and all costs and expenses incurred by the City, City Council, City officials, City employees, City representatives, and authorized volunteers in such action or proceeding together with reasonable attorney's fees.
 - IV) The City may retain, to the extent it deems necessary, the money due to the Contractor under and by virtue of the Contract Documents until disposition has been made of such actions or claims for damages as specified herein above.
6. Claims, disputes and other matters in question between the parties to this Contract, arising out of or relating to this Contract or the breach thereof, may be decided by arbitration if both parties to this Contract consent in accordance with the rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Contract, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Contract except by written consent containing a specific reference to this Contract and signed by CONTRACTOR, CITY, and any other person sought to be joined. (Any Consent to arbitration involving an additional person or persons shall not constitute consent of any dispute not described therein or with any person not named or described therein.) This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Contract shall be specifically enforceable under the prevailing arbitration law.
- Notice of the demand for arbitration is to be filed in writing with the other party to this Contract and with the American Arbitration Association. The demand is to be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event is the demand for arbitration to be made after the date when institution of legal or equitable proceedings based on such claim; dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
7. The Contractor agrees to comply with all Local, State and Federal regulations and with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended.

Attachment B – Exhibit 1

CONTRACT (Page 4 of 7)

STREET LIGHTING MAINTENANCE AND REPAIRS (CONTRACT NO. 2018-23)

8. If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys fees.
9. Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
10. In accordance with Government Code, Section 8546.7, records of both the City and the Contractor shall be subject to examination and audit for a period of three (3) years after final payment.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in three counterparts, each of which shall be deemed an original the day and year first above written.

CONTRACTOR:

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Federal ID Number: _____

CITY:

By: _____

Title: City Manager, City of Lemon Grove

Date: _____

Attachment B – Exhibit 1

CONTRACT (Page 5 of 7)

STREET LIGHTING MAINTENANCE AND REPAIRS (CONTRACT NO. 2018-23)

ATTEST:

By: _____
Title: City Clerk, City of Lemon Grove

(Notaries acknowledgement of execution by all PRINCIPALS OF CONTRACTOR shall be attached.)

Attachment B – Exhibit 1

CONTRACT (Page 6 of 7)
STREET LIGHTING MAINTENANCE AND REPAIRS (CONTRACT NO. 2018-23)

CORPORATE CERTIFICATE

I, _____, certify that I am the _____ of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said contract on behalf of the Contractor, was then _____ of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Signed: _____

Title: _____

Corporate Seal: _____

Attachment B – Exhibit 1

CONTRACT (Page 7 of 7)
STREET LIGHTING MAINTENANCE AND REPAIRS (CONTRACT NO. 2018-23)

PARTNERSHIP CERTIFICATE

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public
in and for said County and State, personally appeared:

_____ (Notary Seal)

Known to me to be _____ of the partners of the partnership
that executed the within instrument, and acknowledged to me that such partnership executed the
same.

Signature: _____

Name (Type or Print): _____
(Notary Public in and for said County and State)

My Commission expires: _____

Attachment C

RESOLUTION NO. 2018-____

RESOLUTION OF THE LEMON GROVE LIGHTING DISTRICT BOARD AWARDING A CONTRACT FOR STREET LIGHTING MAINTENANCE

WHEREAS, the Lemon Grove Lighting District's current agreement for street light maintenance services expires on June 30, 2018; and

WHEREAS, the cities of El Cajon, La Mesa, Lemon Grove, and Santee jointly solicited bids for a street light maintenance, emergency repair, and related construction service contract; and

WHEREAS, five bids were received for the Street Lighting System Maintenance Contract (Contract No. 2018-24); and

WHEREAS, said bids were opened on April 24, 2018 and the responsive and responsible low bidder was Clark Telecom & Electric, Inc.; and

WHEREAS, the term of the contract is one year with four additional option years subject to City Council approval; and

WHEREAS, the Lemon Grove Lighting District Board finds it in the public interest that a contract for said services be awarded.

NOW, THEREFORE, BE IT RESOLVED that the Lighting District Board of the City of Lemon Grove, California hereby:

1. Awards a contract (Attachment C – exhibit 1) in the amount of eleven thousand two hundred forty-nine dollars and forty-three cents (\$11,249.43) to Clark Telecom & Electric, Inc.; and,
2. Sets a \$2,750.00 contingency relating to any emergency repairs and construction services, and
3. Authorizes the Executive Director or her designee to execute said contract.

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Attachment C – Exhibit 1

CONTRACT (Page 1 of 7)

STREET LIGHTING MAINTENANCE AND REPAIRS (CONTRACT NO. 2018-24)

THIS CONTRACT, made and entered into on the date of the last signature, by and between the Lemon Grove Roadway Lighting District, Lemon Grove, California, herein after designated as the "Lighting District", and Clark Telecom and Electric, Inc. hereinafter designated as the "Contractor".

WITNESSETH: that the parties hereto do mutually agree as follows:

1. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the Lighting District, the Contractor agrees with the Lighting District to furnish all materials and labor for the Street Lighting Maintenance and Repairs Contract (Contract no. 2018-24), and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the plans and specifications therefore; to furnish at his own proper cost and expense all tools, equipment, labor and materials necessary therefore; and to do everything required by this agreement and the said plans and specifications.
2. For furnishing all said materials and labor, tools and equipment, and doing all the work contemplated and embraced in this Contract, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the work until its acceptance by the Lighting District and for all risks of every description connected with the work; also, for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in said specifications are expressly stipulated to be borne by the Lighting District and for well and faithfully completing the work and the whole thereof, in the manner shown and described in the said plans and specifications, the Lighting District will pay and the Contractor shall receive in full compensation therefore eleven thousand two hundred forty-nine dollars and forty-three cents (\$11,249.43).
3. The Lighting District hereby promises and agrees to employ, and does hereby employ said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the price aforesaid and hereby conditions set forth in the specification; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.
4. The Notice Inviting Bids, Instructions To Bidders, Bid Forms, Agreement and Bond Forms, Construction Administration Forms, Completion of the Project Forms, General Requirements and General Conditions, Drawings, Plans and Specifications, Addenda, Allowances, Lighting District/District Resolutions, and all amendments thereof, are hereby incorporated in and made part of this Contract.

Attachment C – Exhibit 1

CONTRACT (Page 2 of 7)

STREET LIGHTING MAINTENANCE AND REPAIRS (CONTRACT NO. 2018-24)

5. The Lighting District, the Lighting District's representative, Lighting District Consultants and authorized volunteers shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work, or for injury or damage to any person or persons, either workers, employees of Contractor or its subcontractors or the public, or for damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the work. The Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever arising out of or in connection with the performance of the work, provided, however, that the Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of the Lighting District, its representatives, employees, agents and authorized volunteers who are directly responsible to the Lighting District.
 - a. Contractor shall indemnify the Lighting District, Lighting District Council, Lighting District officials, Lighting District employees, Lighting District representatives, and authorized volunteers against and will hold and save them and each of them harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with the work, operation or activities of Contractor, its agents, employees, subcontractors or invitees, provided for herein, whether or not there is concurrent passive or active negligence on the part of the Lighting District, Lighting District Council, Lighting District officials, Lighting District employees, Lighting District representatives, and authorized volunteers, but excluding such actions, claims, damages to persons or property penalties, obligations or liabilities arising from the sole established negligence, willful misconduct or active negligence of the Lighting District, Lighting District Council, Lighting District officials, Lighting District employees, Lighting District representatives, authorized volunteers, or those who are directly responsible to them; and in connection therewith:
 - I) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney's fees incurred in connection therewith.
 - II) Contractor will promptly pay any judgment rendered against Contractor, the Lighting District, Lighting District Council, Lighting District officials, Lighting District employees, Lighting District representatives, and authorized volunteers covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations, or activities of Contractor hereunder and Contractor agrees to save and hold the Lighting District, Lighting District Council, Lighting District officials, Lighting District employees, Lighting District representatives, and authorized volunteers harmless there from.

Attachment C – Exhibit 1

CONTRACT (Page 3 of 7)

STREET LIGHTING MAINTENANCE AND REPAIRS (CONTRACT NO. 2018-24)

- III) In the event the Lighting District, Lighting District Council, Lighting District officials, Lighting District employees, Lighting District representatives, and authorized volunteers are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the Work, or operation or activities of Contractor hereunder, Contractor agrees to pay to the Lighting District, Lighting District Council, Lighting District officials, Lighting District employees, Lighting District representatives, and authorized volunteers any and all costs and expenses incurred by the Lighting District, Lighting District Council, Lighting District officials, Lighting District employees, Lighting District representatives, and authorized volunteers in such action or proceeding together with reasonable attorney's fees.
- IV) The Lighting District may retain, to the extent it deems necessary, the money due to the Contractor under and by virtue of the Contract Documents until disposition has been made of such actions or claims for damages as specified herein above.

- 6. Claims, disputes and other matters in question between the parties to this Contract, arising out of or relating to this Contract or the breach thereof, may be decided by arbitration if both parties to this Contract consent in accordance with the rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Contract, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Contract except by written consent containing a specific reference to this Contract and signed by CONTRACTOR, LIGHTING DISTRICT, and any other person sought to be joined. (Any Consent to arbitration involving an additional person or persons shall not constitute consent of any dispute not described therein or with any person not named or described therein.) This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Contract shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand for arbitration is to be filed in writing with the other party to this Contract and with the American Arbitration Association. The demand is to be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event is the demand for arbitration to be made after the date when institution of legal or equitable proceedings based on such claim; dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

- 7. The Contractor agrees to comply with all Local, State and Federal regulations and with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended.

Attachment C – Exhibit 1

CONTRACT (Page 4 of 7)

STREET LIGHTING MAINTENANCE AND REPAIRS (CONTRACT NO. 2018-24)

8. If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys fees.
9. Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
10. In accordance with Government Code, Section 8546.7, records of both the Lighting District and the Contractor shall be subject to examination and audit for a period of three (3) years after final payment.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in three counterparts, each of which shall be deemed an original the day and year first above written.

CONTRACTOR:

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Federal ID Number: _____

LIGHTING DISTRICT:

By: _____

Title: Executive Director, Lemon Grove Roadway Lighting District

Date: _____

Attachment C – Exhibit 1

CONTRACT (Page 5 of 7)

STREET LIGHTING MAINTENANCE AND REPAIRS (CONTRACT NO. 2018-24)

ATTEST:

By: _____
Title: District Clerk, City of Lemon Grove

(Notaries acknowledgement of execution by all PRINCIPALS OF CONTRACTOR shall be attached.)

Attachment C – Exhibit 1

CONTRACT (Page 6 of 7)
STREET LIGHTING MAINTENANCE AND REPAIRS (CONTRACT NO. 2018-24)

CORPORATE CERTIFICATE

I, _____, certify that I am the _____ of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said contract on behalf of the Contractor, was then _____ of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Signed: _____

Title: _____

Corporate Seal: _____

Attachment C – Exhibit 1

CONTRACT (Page 7 of 7)

STREET LIGHTING MAINTENANCE AND REPAIRS (CONTRACT NO. 2018-24)

PARTNERSHIP CERTIFICATE

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared:

(Notary Seal)

Known to me to be _____ of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

Signature: _____

Name (Type or Print): _____
(Notary Public in and for said County and State)

My Commission expires: _____